

**National Collective Labor Agreement
on domestic work legislation**

Executed on 08 September 2020

With amendments and additions set out in the minutes of 28 September 2020

between

FIDALDO - FEDERAZIONE ITALIANA DATORI DI LAVORO DOMESTICO [*Italian Federation of employers of domestic workers*] constituted by:

NUOVA COLLABORAZIONE, herein represented by the Chairperson, Mr.

Alfredo Savia, Lawyer;

ASSINDATCOLF, herein represented by the Deputy Chairperson, Mr.

Alessandro Lupi, Lawyer;

ADLD, herein represented by the Chairperson, Mr.

Luigi Arnaldo Carriero, Accountant;

ADLC, herein represented by the Chairperson, Ms. Tiziana Mariotti;

DOMINA - ASSOCIAZIONE NAZIONALE DATORI DI LAVORO DOMESTICO [*National Employers' Association*];

and

FEDERAZIONE ITALIANA LAVORATORI COMMERCIO, TURISMO E SERVIZI [*Italian Federation Of Workers, Commerce, Tourism And Services*] (**FILCAMS-CGIL**);

FEDERAZIONE ITALIANA SINDACATI ADDETTI AI SERVIZI COMMERCIALI AFFINI E DEL TURISMO [*Italian Federation Of Trade Unions In Charge Of Related Commercial And Tourism Services*] (**FISASCAT-CISL**);

UNIONE ITALIANA LAVORATORI TURISMO COMMERCIO E SERVIZI [*Italian Federation Of Trade Unions In Charge Of Related Commercial And Tourism Services*] (**UILTuCS**);

FEDERAZIONE SINDACALE DEI LAVORATORI A SERVIZIO DELL'UOMO [*Trade Union Federation Of Caregivers*] (**FEDERCOLF**);

HAVING REGARD TO

The National Collective Labor Agreement on domestic work legislation, executed on 1 July 2013, and the outcome of the negotiations for the related renewal

THE PARTIES AGREE ON

the National Collective Labor Agreement on domestic work legislation hereby attached, which is composed of:

- a) fifty-four articles;
- b) clarifications on record;
- c) tables of minimum wages (tables A/L).

that have been read, approved and executed by the representatives of all the contracting Organizations.

Rome, 8 September 2020

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CONTRACTING PARTIES

FIDALDO - FEDERAZIONE ITALIANA DATORI DI LAVORO DOMESTICO, member of Confedilizia, represented by the Chairperson Mr Alfredo Savia, Lawyer, by the Deputy Chairperson, Mr Renzo Gardella, by the National Secretary Ms. Teresa Benvenuto, and by: Filippo Breccia Fratadocchi, Lawyer, Luigi Arnaldo Carriero, Accountant, Alberto Carriero, Accountant, Lelio Casale, Engineer, Alessandro Lupi, Lawyer, Ms Gianna Machiorlatti, Ms Tiziana Mariotti, Stefano Rossi, Accountant, Ms Flavia Tettamanti, Mr Salvatore Verga, Franca Zappata, Lawyer, Mr Andrea Zini;

constituted by:

NUOVA COLLABORAZIONE, represented by the Chairperson, Alfredo Savia, Lawyer;

ASSINDATCOLF, represented by the Deputy Chairperson, Alessandro Lupi, Lawyer;

ADLD, represented by the Chairperson, Luigi Arnaldo Carriero, Accountant;

ADLC, represented by the Chairperson, Ms Tiziana Mariotti;

and

DOMINA - ASSOCIAZIONE NAZIONALE DATORI DI LAVORO DOMESTICO represented by the Secretary General, Mr Lorenzo Gasparrini, Bonaventurina Fringuelli, Federica Rossi, Romano Magrini, Federico Borgoni, Vincenzo Falabella, Dino Barlaam, Luciano De Santis, Roberto Messina, Tiziana Licopoli, Sara De Santis, Sonia De Santis, Anna Sciò, Germana Antonelli, Alina Martorelli, Pina Jannello, Marcella Morbiducci, Lauretta Serafini, Lucia Franchini, Maria Grazia Di Liberto, Cinzia Canelli, Omar Lardieri, Giulio Marsico, Loretta Ramazzotti, Iolanda Mancuso, Francesco Costanzo, Anna Selvaggi, Elvia Raia, Prospero Cerabona, Vincenzo Gigli, Sara Bondavalli, Viviana Muti, Alessandro Pezzano, Maria Brunella Stancato, Virginia Pellicone, Giovanni Saviola, Angela Dima, Paola Fusè, Tiziana Lazzarotto, Elisa Belussi, Monica Bonassi.

under the legal advice of Lawyer Massimo De Luca.

parties of the first part,

and

FILCAMS-CGIL - FEDERAZIONE ITALIANA LAVORATORI COMMERCIO, TURISMO E SERVIZI, represented by the Secretary General Mara Grazia Gabrielli, by the Head of Department Luciana Mastrocola, by the National Secretaries Cinzia Bernardini, Alessio Di Labio, Gianfranco Fattorini, Fabrizio Russo, dal Presidente del CD Andrea Montagni e dai componenti del Comitato Direttivo Nazionale Agostini Luana, Alfatti Caterina, Amadeo Domenica, Antonini Dora Annunziata, Baffa Matteo, Ballanti Caterina, Battistini Luca, Beretta Marco, Bergonzi Paola, Bianchi Massimiliano, Bigazzi Sabina, Bont Cristina, Botteghi Mirco, Brotini Luisella, Bucchioni Giovanni, Buillet Isabelle, Buonopane Francesco, Caiolo Monja, Camellini Elisa, Capuano Daniele, Caramelle Roland, Cardinali Stefania, Carmassi Marco, Carniato Nadia, Carpinetti Michele, Cavallini Maria Lisa, Cepile Stella, Chierici Luca, Ciccarelli Laura, Cipollini Lucio, Cirica Andrea, Cochi Federica, Colleoni Mario, Conti Simona, Costanzo Antonella, Cristiani Paolo, Cuomo Massimo, Danesino Lara, De Pantz Cecilia, De Zolt Luca, Di Tuoro Luana, Favola Fabio, Ferrais Sara, Ferrari Chiara, Ferrone Andrea, Folli Cinzia, Fraddanni Pieralba, Ghisletti Alessandra, Giannini Alessandro, Gioia Giovanni, Giorgini Lorena, Giorgini Katuscia, Griffini Roberta, Grigolato Margherita, Grymalyuk Vasylyna, Italiano Valentina, Lanzi Gianni, Leonardi Salvatore, Leone Giuseppe, Liguori Isabella, Lovisetto Andrea, Lucchesi Francesco, Lucchi Barbara, Mandato Francesca, Mangione Salvina, Marianetti Cinzia, Mastrogirolamo Stefano, Mazigh Aouatif, Menci Renata, Michelele Barbara, Milazzo Nella, Moccia Marquidas, Moia Beatrice, Montalti Paolo, Moretti Matteo, Moscatello Joice, Muratore Livio, Nappa Rosaria, Neglia Barbara, Nicoli Stefano, Nigro Claudia, Odoni Alessio, Pasqualin Antonella, Pelliccia Alessandra, Petrillo Laura, Pizzi Marco, Pozzi Lidia, Protopapa Antonella, Radin Umberto, Riboni Mara, Rosolia Maria Luisa, Saccomani

Paolo, Sanna Alessandra, Sannazzaro Michele, Schifino Elena, Serafimof Enache Ahana, Sesena Cristian, Sgargi Emiliano, Simeone Nando, Spiganti Daniela, Spinelli Antonella, Stacchini Massimiliano, Tanzini Marzia, Valentino Giuseppe, Verderio Jurij, Villani Angela, Vitale Ludovico, Zambon Monica, Zanola Elena, with the participation of Confederazione Generale Italiana Lavoratori - CGIL, represented by the Confederal Secretary Tania Scacchetti.

and

FISASCAT-CISL - La Federazione Italiana Sindacati Addetti Servizi Commerciali Affini e del Turismo - member of FIST CISL - represented by the Secretary General Davide Guarini, by the National Secretaries: Aurora Blanca, Mirco Ceotto, Vincenzo Dell'Orefice, Fabrizio Ferrari, e da: Piero Casali, Salvatore Carofratello, Stefania Chicca, Marco Demurtas, Elena Maria Vanelli (Women's Coordinator), of the Trade Union Office, by Dario Campeotto - Chairperson of AQUMT, together with a negotiating delegation composed of: Adami Hansjorg, Alessandrini Claudio, Alquati Marco, Ammendola Giovanna, Antonini Patrizia, Arcadio Antonio, Arighi Massimiliano, Atzori Giuseppe, Avanzi Giulia, Avanzino Silvia Michela, Avanzo Lamberto, Bagnolini Gianluca, Baldin Ivano, Barazzetta Francesco, Barbatano Antonella, Baroncini Claudia, Bartucci Maria Cristina, Battuello Dario, Bellini Patrizia, Bellomo Alfonso, Belotti Claudia, Benfenati Luca, Bernelli Giuseppina, Bernicchi Giovanni, Bettoni Giovanna, Biondi Bendinelli Carlo, Blau Andrea, Bocchese Matteo, Boccuzzi Giuseppe, Bodon Marco, Boscaro Massimo, Bottani Luca, Bravi Carlo, Bristot Stefano, Brotto Gianfranco, Calabrò Domenica, Calà Guido, Calvi Stefano, Camera Paola, Cannizzo Patrizia, Capitale Laura, Capobianco Michela, Cappelli Malgara, Carafiglia Claudia, Carasi Venera, Careddu Eleonora, Caruso Assunta, Castagnino Katia, Catizone Giovanna, Celi Roberto, Centa Simone, Chiarini Laura, Chiocci Valter, Chirico Francesca, Chirico Stefania, Ciotti Novella, Ciranni Daniele Maria, Citerio Alberto, Ciurlia Sara, Cocco Silvia, Colella Nicola, Comerci Gildo, Comiati Giovanni Battista, Contemi Pietro, Costantini Carlo, D'agostino Salvatore, D'alessandro Luigi, Dall'Ara Michele, De Leo Vincenza, De Peron Enrico, Destefanis Carla, De Stefano Alessandro, Destito Marisa, Di Lavanzo Mauro, Di Leo Pancrazio, Di Matola Flavio, Di Micco Gennaro, Di Paola Carlo, Di Polidoro Luca, Di Stefano Athos, Diociaiuti Stefano, D'isanto Angelo, Dondeinaz Hanry, Donno Valentina, Dorella Edoardo, Egger Ulrike, Elmi Andretti Gianni, Eustachi Giovanna, Fabbri Matteo, Falcucci Giulia, Faraci Isabella, Farina Adalberto, Federico Salvatore, Ferrari Ermanno, Ferreri Antonella, Ferrario Giorgio Achille, Fiorenza Giuseppe, Fioruti Monya, Fontana Carla, Fontanella Giorgio, Foschini Silvia, Frigelli Davide, Frigerio Roberto, Galli Stefano, Gallina Elisabetta, Gallo Vittorio, Gargano Patrizia, Giacomazzi Adriano, Gobbi Enrico, Gobbi Simone, Gola Simona, Gravina Michele, Grosso Alessandro, Gualtieri Alessandro, Guaschino Massimo, Guida Monica, Imperatori Sara, Ingrosso Alessandro, Lai Manolo, Landolfi Giuseppe, Lazzaro Angela, Le Foche Paolo, Lerna Annette, Liverani Fabrizio, Locatelli Alessandro, Locci Alice, Lo Papa Fortunato, Longo Olga, Lorenzi Diego, Lorrai Sara, Maestripieri Luca, Magri Alessandra, Mairone Chiara, Manca Patrizia, Mandelli Rossana, Mangone Marino Gilberto, Manna Maria, Marcazzan Luca, Marcellino Alessandro, Marchetti Paolo, Marcomini Diego, Marini Diego, Marrone Salvatore, Martelli Andrea, Martignetti Alessandro, Matrone Pasqualina, Mattatelli Giuseppe, Mazza Gianfranco, Mazzei Lucio, Medici Germano, Mela Maria Giovanna, Melis Cristina, Menegale Simona, Meniconi Daniele, Metitone Serena, Miani Elisa, Miranda Paolo, Molinari Marco, Montagnini Cristiano, Montefusco Raffaele, Montillo Domenico, Montuori Raffaele, Muggianu Michele, Murazzo Stefano, Musumeci Michele, Nacca Roberto, Natili Valerio, Nesti Ilio, Notarnicola Ivan, Orabona Vincenza, Paialunga Marco, Pallotta Maria, Pangrazzi Marina, Parlanti Raffaella, Parrino Giovanni, Pascucci Aldo, Pasqualitto Romano, Pegoraro Nicola, Pellicani Fabio, Peruffo Sarah, Pesce Barbara, Piacquaddio Leonardo, Piali Simone, Piazzese Carlo, Pietrosanto Cinzia, Pintacorona Teresa, Pizzingrilli Pietro, Pogliani Francesco, Ponzo Rita Lucia, Porcedda Monica, Pruenster Elmar, Raffa Rita, Ramaglia Graziella, Ramogida Nicola, Raso Rosetta, Righini Maurizio, Rizzo Maurizia, Rostellato Katuscia, Rotoni Rachele, Ruta Miriam, Sabaini Andrea, Saladino Laura, Santellani Diego, Santrone Silvio Natale, Scarcello Angelo, Scialanca Massimiliano, Segà Milena, Semeria Marilena, Sergi Filippa Alessandra, Serra Roberta, Sferruzza Giuseppina, Sgobbo Angelo, Silvestri Cristina, Silvestro Rosa, Solavagione Enrico, Soleggiati Selena, Sorice

Debora, Spinosa Massimo, Spinzi Luigi, Spitaleri Vincenzo, Spanò Gian Claudio, Squartini Marco, Taha Ahmad Ali, Talamone Mirko, Tamburini Ettore, Tarantini Carmela, Tomaselli Annunziata, Trinchitella Luca, Tutzer Judith, Untermarzoner Josef, Vaghini Michele, Vavassori Terry, Vento Giorgio, Verde Marco, Vignolo Cristina, Vissà Floriana, Zanforlini Mirta, Zucconi Jonathan, Zullo Stefania; della Confederazione Italiana Sindacati Lavoratori (CISL) represented by the Cisl Secretary General Annamaria Furlan.

and

UILTuCS - UNIONE ITALIANA LAVORATORI TURISMO COMMERCIO E SERVIZI represented by the Secretary General Brunetto Boco, by the National Secretaries: Stefano Franzoni, Paolo Andreani, Emilio Fargnoli, Gabriele Fiorino, Marco Marroni, Gennaro Strazzullo, Anna Maria Selvaggio; by Antonio Vargiu and Paolo Proietti of the Trade Union Department, by the Members of the National Council: Mauro Agricola, Antonio Andrisano, Cristiano Ardaù, Sergio Ariodante, Angelo Ascenzi, Massimo Aveni Banco, Mauro Baldessari, Giuliana Baldini, Bernardo Balducci, Sabina Bardi, Piero Bartolomei, Riccardo Bassi, Vassilios Bassios, Fernando Bernalda, Angela Bigheretti, Enza Bonamici, Fabrizio Bontà, Piercarlo Borgo, Luigino Boscaro, Salvatore Bove, Fabio Bove, Alfredo Buoninconti, Marco Callegari, Elvira Campitiello, Luigi Canali, Elena Cannone, Biagio Carfagna, Gianfranco Cartisano, Giovanbattista Casa, Luana Cece, Luca Cerusa, Irene Cesari, Roberto Ciccarelli, Claudio Cicchitti, Marco Conficconi, Alessandro Contucci, Cristina D'Ambrosio, Mario D'Angelo, Sabrina De Stefano, Sergio Del Zotto, Marco Dell'Anna, Patrizia Dell'Anno, Rocco Della Luna, Mario Dello Russo, Silvia Dessi, Bruno Di Federico, Lucia Di Iorio, Antonio Di Maio, Francesco Di Martino, Maria Di Sarno, Sergio Diecidue, Elio Dota, Roberto Fallara, Giovanna Famà, Elvira Fatiganti, Pietro Feliciangeli, Barbara Ferrandino, Massimiliano Ferrante, Nadia Festa, Marianna Flauto, Anna Floridia, Massimo Forti, Roberto Frizzo, Fabio Fugnanesi, Caterina Fulciniti, Luigi Galiano, Giovanni Gazzo, Cataldo Giammella, Maria Rita Giardina, Stefania Giunta, Mario Grasso, Marcello Gregorio, Emanuela Grillo, Giada Grimaldi, Carlo Guarnaccia, Pasquale Guarracino, Ciro Guida, Angelo Gulizia, Luciano Gullone, Bartolo Iozzia, Anila Kaya Cenolli, Andrea Lai, Walter Largher, Giuseppe Lavia, Cosimo Lavolta, Donato Lazazzera, Maria Lenoci, Diego Loreto, Maria Ermelinda Luchetti, Claudia Lugaresi, Roberto Maestrelli, Domenico Malerba, Massimo Marchetti, Barbara Marchini, Fabio Marchiori, Maurizio Marini, Luca Marino, Michelangelo Mazzola, Samantha Merlo, Mario Miccoli, Maurizio Milandri, Emanuele Montemurro, Mauro Munari, Guido Murvana, Rachele Muscara', Claudio Nanni, Enrico Natale, Felicité Ngo Tonye, Mauro Orsan, Leonardo Pace, Antonio Palermo, Annalisa Pantera, Sabino Patruno, Roberto Pennati, Antonella Perrone, Giannantonio Pezzetta, Antonia Piani, Samuele Piga, Gioia Rabà, Domenico Raschellà, Maurizio Regazzoni, Adalisa Rizzo, Gianni Rodilosso, Maria Ida Saja, Carlo Sama, Valeria Savarese, Gianni Scagliola, Chiara Sclafani, Riccardo Serri, Maura Settimo, Giuseppe Silvestro, Raffaele Statti, Parmenio Stoppa, Michele Tamburelli, Lorenzo Tollari, Rosario Trupia, Giancarlo Turchetti, Roberta Valenti, Ivana Veronese, Alessandro Visentin, Giorgio Zatonni, Giuseppe Zimmari, Matteo Zorn, Cosimo Zumbo; with the participation of the Unione Italiana del Lavoro (UIL) represented by the Confederal Secretary Tiziana Bocchi,

and

FEDERCOLF - FEDERCOLF, FEDERAZIONE SINDACALE DEI LAVORATORI A SERVIZIO DELL'UOMO, represented by the Secretary General Rita De Blasis; by the National Secretaries: Laudina Zonca, Silvia Foresti, Filomena Navone, Silvia Ferretti; dai membri del Consiglio Direttivo: Roberto Conchetto, Leah Jane Fuertes, Daniela Mazzoleni, Antonia Paoluzzi, Antonietta Ragosta, Livia Scansani. With the assistance of the trade union delegation composed of: Vita Bonanno, Costantina Castiglione, Sabrina Cipolla, Rachele Volpicelli, national councillors Api-Colf. With the participation of the following Federcolf representatives: Alfonsi Pamela, Alvites Rojas Natividad, Andrisani Paola, Ardivel Martina, Artico Paola, Babych Lyubov, Berdin Tiziana, Bonanno Caterina, Borgonovo Maddalena, Bressanello Antonio, Castillo Margarita Irene, Cervantes Rodriguez Elsa Sabina, Colleoni Eleonora, Cristofaro Anna, Davideri Cristina, De Luca Rosa, Di Cristofalo Rosaria,

Garrinella Eleonora, Iacopinelli Sabrina, Lacentra Mariantonietta, Letona Pacheco Rosalia, Lobauo Walter, Manzato Susi, M'Bro Akpes Mathurin, Merella Angela, Minocchi Celestina, Mosconi Luciana, Nenova Decheva Stefka, Novo Barbara, Ochoa Paucar Laura Leonor, Pessina Sara, Putgioni Caterina, Robba Laura, Rosu Maria, Scala Franca, Soxso Teresa Lucia, Stancheva Vladimirova Vasya, Stara Mario, Stocchino Patrizia. Con l'assistenza dei rappresentanti esteri: Maria Chavez (Guatemala), Asia Rhina De Los Santos (Rep. Dominicana), Noemi Del Carmen Garcia Mulato (El Salvador), Khrystyna Ivat (Ucraina), Niculae Purice (Romania), Cristina Narido (Filippine), Kira Dimitrova Nikolova (Bulgaria), Lorena Urrello (Perù).

under the legal advice of Lawyer Armando Montemarano.

parties of the second part.

National Collective Labor Agreement on Domestic Work legislation

Art. 1 - Scope

1. This national collective agreement, drawn up between:
 - **FIDALDO**, Federazione italiana datori di lavoro domestico, member of Confedilizia [*Association of Italian property owners*], and including NUOVA COLLABORAZIONE, ASSINDATCOLF, ADLD, ADLC,
 - **DOMINA**, Associazione Nazionale Famiglie Datori di Lavoro Domesticoon one part,
and **Filcams-CGIL, Fisascat-CISL, UILTuCS and Federcolf**
on the other part,
regulates domestic work employment in a unified way for the entire country.
2. This contract applies to family caregivers (domestic helpers, caregivers, babysitters and other professional profiles referred to in this National Collective Labor Agreement), including those of non-Italian nationality or stateless persons, however remunerated, responsible for family life management and family cohabitation, having regard to certain fundamental characteristics of the relationship.
3. Without prejudice to the regulation for the individuals to whom it is aimed at, concerning au pair employment in the Agreement dated 24 November 1969, no. 68, approved with law of 18 May 1973, no.304.

Art. 2 - Indivisibility of this regulation

1. The provisions of this national collective regulation are inseparable and correlative within each of its institutions, therefore not cumulative with other types of indemnity, and are deemed by the parties generally more favourable than those listed in previous collective agreements.

Art. 3 - Better treatment clause

1. Any more favorable treatment will be maintained '*ad personam*'.

Art. 4 - Work documents

1. At the time of recruitment, the employee must supply the necessary documents to the employer in accordance with the legislation in force and show the following: national insurance and social security documents, health care and any other up to date documents with all the certifications required by the laws in force, a valid personal identity document and any specific diplomas or certificates. In case of multiple employment the above mentioned documents will be kept by one of the employers who will issue a receipt. Non-EU workers can be hired if in possession of a residence permit valid for employment.

Art. 5 - Recruitment

1. Recruitment of employees shall be carried out in accordance with the law.

Art. 6 - Individual employment agreement (letter of recruitment)

1. An employment agreement must be entered into between the parties (letter of employment) and shall include, in addition to any specific clauses:
 - a) the date of commencement of the employment;
 - b) job classification level, duty;
 - c) duration of the trial period;
 - d) existence or absence of cohabitation arrangements;
 - e) the main address of the employee, as well as any other address, valid during the employment relationship; for cohabitation arrangements, the employee must specify

whether his/her domicile is different from that of the cohabitation, or so it can be used in the event of his/her absence from the latter and to validate for all intents and purposes the cohabitation address, even in the event of his/her absence provided it is consistent throughout the employment;

- f) duration and distribution of the working hours;
 - g) any work uniform, which shall be provided by the employer;
 - h) for live-in employees, the arrangement of the weekly half-day rest in addition to the weekly day of rest due on Sunday, or other day as set out in art. 13, last paragraph;
 - i) agreed salary;
 - j) workplace as well as the provision of any temporary travel for holiday purposes or for other family reasons (transfers);
 - k) agreed period of annual leave;
 - l) specification of a suitable space where the employee has the right to keep and store their personal belongings;
 - m) obligatory payment of contractual assistance contributions, as set out in art.53;
 - n) possible presence of audiovisual systems inside the house;
 - o) enforcement of all the other institutions under this Agreement.
2. The letter of recruitment, signed by the employee and by the employer, will be exchanged between the parties. Any changes to the contractual conditions, not merely occasional ones, will have to be agreed upon.

Art. 7- Temporary employment contract

1. The employment can be temporary in compliance with the applicable law, must be notified in writing, with exchange between the parties of the relevant letter which must include the justifying circumstances.
2. Written notice is not required when the duration of the employment relationship is purely occasional, i.e. not more than twelve calendar days.
3. The term of the temporary contract can be prolonged, subject to the employee's consent, only in cases where the initial duration of the contract is less than 24 months. In these cases up to four renewals can be made, provided that they are required for objective reasons and refer to the same work for which the contract was entered into for a fixed term. The total duration of the temporary relationship may not be longer than 24 months, including any renewal. In temporary contracts lasting more than 12 months, the reason for the contract must be included.
4. For example, setting a fixed term to the duration of the employment contract is allowed in the following cases:
 - to provide a specific or time-limited service, even if this is repetitive;
 - to partially replace employees who have obtained a suspension from employment for family reasons, including the need to reach their own family residing abroad;
 - to replace employees that are sick, injured, on maternity leave or who benefit from the rights set by the law on protection of minors and the disabled, even beyond the periods of mandatory retention of the position;
 - to replace employees on annual leave;
 - for extra-household care for dependent persons admitted to hospitals, health care facilities, nursing homes, residential care homes and retirement homes.
5. Employers may also use temporary employment for those reasons that justify hiring on a temporary basis.

Art. 8 - Job Sharing

1. In compliance with the regulations attached to this contract, the recruitment of two workers who jointly and severally undertake the performance of a single work obligation is permitted.
2. Without prejudice to the obligation of solidarity and without prejudice to any other agreement between the Contracting Parties, each of the two employees is personally and directly responsible for the performance of the entire work obligations.

3. The contract of shared employment shall be in written form. The letter of appointment must state the salary and conditions due to each employee under this collective agreement, as well as the percentage measurement and the timing of daily, weekly, monthly, or yearly work which is expected of each of the two employees.
4. Without prejudice to any other agreements between the parties, the two employees have the right to agree, at their discretion and at any time, substitutions between them, as well as change the timing by mutual consent of the respective working hours, in which case the risk of the impossibility to perform the work due to facts concerning one of the two employees, lies on the other employee. The salary and application of laws to each of the two employees is proportional to the actual work actually performed by each employee.
5. Substitutions by a third party in the event of impossibility of one or both of the co-workers are not allowed.
6. Unless otherwise agreed between the parties, the resignation or dismissal of one of the workers shall entail the extinction of the entire contract. This provision does not apply if, upon request of the employer or upon proposal of the other employee, the latter becomes available to fulfil the work obligations, wholly or partially, in which case the shared employment contract is changed into a normal employment contract pursuant to Art. 2094 of the Civil Code. Similarly, the employee is given the opportunity to designate a person with whom he/she may take up the whole workload, subject to the employer's consent. In any case, the lack of agreement between the parties will lead to the extinction of the entire contractual relationship.

Art. 9 - Job classification of employees

1. Family assistants are set in a four-level framework, and for each level there are two remuneration standards, the higher one is defined as "super":

Level A

Household assistants who belong to this level, do not take care of persons, and professionally carry out their duties, according to their indicated working profile at an executing level and under direct control of their employer.

Profiles:

- a) Cleaner. Only carries out duties relative to the cleaning of the house;
- b) Laundry person. Only carries out duties relative to the laundry;
- c) Kitchen assistant. Only carries out duties in support of the cook;
- d) Stable keeper. Only carries out duties relative to the ordinary cleaning of the stable and of the general care of the horse/es;
- e) Pet keeper. Only carries out duties relative to the care of pets;
- f) Garden keeper who waters and keeps green areas clean;
- g) Handyperson. Only carries out duties relative to manual labor, heavy work, both for heavy-duty cleaning, and for minor maintenance and repairing interventions.

Super A level

Profile:

- a) Waiting person. Only keeps company to self-sufficient adults, without carrying out any other working duty.

Level B

Belonging to this level are household assistants which carry out their duties professionally, even if at an executing level.

Profiles:

- a) General multifunctional family assistant. Performs the numerous tasks relative to the normal course of the family life, carrying out, promiscuously, the cleaning and tidying up of the

house, kitchen duties, laundry duties, pet-keeping, as well as other duties in the area belonging to the level;

- b) Caretaker for private houses. Carries out the surveillance of the employer's home and relative scopes, as well as the custody if provided with accommodation in the property;
- c) Ironing person. Performs duties relative to ironing;
- d) House servant. Performs duties regarding table and room services;
- e) Gardener. Performs duties regarding the care of the green areas and the relative maintenance interventions;
- f) Skilled handy person. Performs manual jobs in the field of maintenance interventions which can also be complex;
- g) Chauffeur. Performs tasks relative to driving vehicles for the transportation of people and their personal belongings, also responsible for the ordinary cleaning and maintenance of the vehicles;
- h) Chamber person and breakfast server even for employer's guests. Performs the ordinary tasks which are foreseen for the general multifunctional assistant as well as cleaning and tidying the rooms and breakfast table of the employer's guests.

Super B level

Profile:

- a) Family assistant who cares for self-sufficient persons including, if requested, activities related to the needs of preparing meals and cleaning the house where the assisted live;
- b) Family assistant for children (babysitter) including, if requested, activities related to the needs of preparing meals and cleaning the house where they live.

Level C

Belonging to this level are family assistants, who, possessing specific actual knowledge both theoretical and technical relative to carrying out the tasks assigned, operate in total autonomy and responsibility.

Profile:

- a) Cook. Performs duties relative to the preparing of meals and the related kitchen tasks as well as procuring the food supplies.

Super C level

Profile:

- a) Family assistant who cares for non-sufficient persons (unskilled), including, if requested, performing the activities related to preparing meals and cleaning the house where the assisted live.

Level D

Belonging to this level are family assistants who, possessing the necessary professional qualifications, hold specific working positions characterized by responsibility, autonomous decision making and/or coordination.

Profiles:

- a) Administrator of the family property. Performs duties relative to the administration of the family property;
- b) Majordomo/Butler. Performs management and coordinating duties associated to the necessities relative to the services of family life;
- c) Housekeeper. Performs duties relative to the coordination of the staff activity for the room cleaning, the ironing, the laundry, the wardrobe and similar tasks;
- d) Head cook. Performs duties relative to the management and coordination of the needs related to meal preparation and, in general, those related to the kitchen and pantry;
- e) Head gardener. Performs duties related to the coordination and management of the requirements connected to the care of the green areas and the relative maintenance interventions;
- f) Tutor. Performs duties related to instruction and/or education of the family members.

Super D level

Profiles:

- a) Family assistant who cares for non-sufficient persons (professional), including, if requested, the activities related to the needs of preparing meals and cleaning the house where the assisted live;
- b) House manager. Performs duties related to the coordination and management relative to all the necessities connected to running a home;
- c) Professional educational family assistant. Person who, in the light of educational and rehabilitation projects developed by professionals appointed by the employer, puts into action specific interventions aimed to favor social integration or re-integration, autonomously, of persons who are in a condition of difficulty due to psychological disability, relational or learning difficulties.

Notes on record:

1. The employee performing multiple tasks is entitled to fit into the classification level matching the main task.
2. The term self-sufficient person refers to a person capable of performing the most important personal care and social activities.
3. The training of employees for the assistance to non-self-sufficient people, where provided for the attribution of the qualification, is considered to be achieved when the employee is in possession of a diploma in the specific field of his/her job, obtained in Italy or abroad, provided it is officially equivalent, even through training courses lasting at least the minimum duration provided for by regional legislation and in any case not less than 500 hours.
4. In order to obtain the right to be classified in Super D level, the employee must notify the employer in written form, even during the employment relationship, the achievement of said diploma and hand him/her over a copy of it.
5. The signatory parties, with regard to the profile c) <<Professional educational family assistant>> classified in Super D level, specify that said profile does not include the professional profile of professional educator as disciplined by the so-called <<Legge Iori>> (art. 1, paragraphs 594 et seq., Law n. 205 of 2017).

Art. 10 - Occasional night shifts for personal care

1. Should the performance fall within 8:00 p.m. and 8:00 a.m., non-nursing staff expressly hired for non-regular night care assistance for self-sufficient people (children, the elderly, disabled or sick), and consequently classified in super B level, or hired for non-regular night assistance services for non-self-sufficient people, and consequently classified in super C level (if not trained) or in super D level (if trained), will be paid the remuneration provided for in table D hereto attached, concerning the level of classification, without prejudice to the provisions of art. 14 below. Payment of breakfast, dinner and suitable accommodation for the night for live-out staff is mandatory.
2. Live-in staff referred to in this article shall, in any case, be guaranteed eleven hours of rest every twenty-four consecutive hours.
3. Without prejudice to the time slot indicated in paragraph 1, for the sole purpose of fulfilling the obligation to pay contributions pursuant to Article 53, the conventional working time is eight hours per day.
4. Recruitment under this article shall take place as a result of an appropriate deed signed by the parties; said deed shall state the start and end time of the care service provided and its occasional nature.

Art. 11 - Night-care assistance services

1. Staff recruited solely to provide a night presence will be paid according to the pay scale provided in Table E attached hereto; if the duration of the presence required is between 9 p.m. and 8 a.m., the employee shall have the necessary full night's rest in suitable accommodation.

2. Should the employee be required to provide services other than presence, these will not be considered overtime work, but will be remunerated additionally on the basis of the wages provided for live-out employees, as set out in Table C hereto attached, with any contractual surcharges and limited to the time effectively worked.
3. Without prejudice to the time slot indicated in paragraph 1, for the sole purpose of fulfilling the contribution obligation pursuant to Art. 53, the conventional working hours are five hours per day, in addition to any benefits paid pursuant to paragraph 2.
4. Recruitment shall take place as a result of an appropriate deed signed by the parties.

Art. 12 - Probationary Period

1. Employees classified in D and super D levels and live-in employees regardless of the level of classification, are subject to a regularly paid trial period of 30 days of worked time. The trial period for the remaining employment relationships is 8 days of worked time.
2. An employee who has passed the probationary period without having received notice of termination is automatically considered confirmed. The service provided during the trial period should be counted for all purposes of seniority.
3. During the probationary period, the employment relationship may be terminated at any time by either party, without notice, but upon payment to the employee of any salary and any supplementary payment corresponding to the work performed by the employee.
4. Should the employee be hired as a first-time employee coming from another Region without having transferred his/her residence, and the termination of the relationship does not take place for a valid reason, the employer must give 3 days' notice or, failing that, the corresponding remuneration.
5. The probationary period shall take place as a result of an appropriate written deed.

Art. 13 - Weekly rest period

1. Weekly rest periods for live-in employees amount to 36 hours and must be enjoyed for 24 hours on Sunday, while the remaining 12 hours can be enjoyed on any other day of the week, as agreed between the parties. On that day, the employee shall work no more than half of the hours normally worked during the working day.
2. If any services are provided during the 12 hours of non-Sunday rest, they will be paid with the overall salary effectively increased by 40%, unless such rest is enjoyed on another day of the same week different from that agreed under the previous paragraph.
3. The weekly rest period for live-out employees amounts to 24 hours and shall be enjoyed on Sundays.
4. Weekly Sunday rest is inalienable. If work performance is required for unforeseeable needs that cannot otherwise be met, an equal number of hours of unpaid rest will be granted during the immediately following day and the hours so worked will be paid with an increase of 60% of the effective total wage.
5. If the employee professes a religious faith that provides for celebration on a day other than Sunday, the parties may agree on the replacement, for all contractual purposes, of Sunday with another day; if no agreement is reached, the previous paragraphs shall be fully applied.

Art. 14 - Working hours

1. The normal duration of the working day is agreed between the parties and in any event, except as provided in paragraph 2, shall include a maximum of:
 - a) 10 non-consecutive hours per day, for a total of 54 hours per week, for live-in employees;
 - b) 8 non-consecutive hours per day, for a total of 40 hours per week, distributed over 5 days or 6 days, for live-out employees.
2. Live-in employees on C, B and super B levels, as well as students aged between 16 and 40 who are attending courses at the end of which a certificate recognized by the State or by public bodies is awarded, may be employed as live-in caregivers for up to 30 hours per week; their working hours will be divided into the following types:
 - a) full shift between 6 a.m and 2 p.m.;
 - b) full shift between 2 p.m. and 10 p.m.;
 - c) full shift of up to a maximum of 10 non-consecutive hours a day, in no more than three days a week.

These employees shall be paid, regardless of the working hours worked within the maximum limit of 30 hours per week, a remuneration equal to that provided for in Table B hereto attached, without prejudice to the obligation to pay the entire remuneration in kind. Any work performance exceeding the actual working hours agreed upon in the written act referred to in paragraph 3 below will be paid with the total actual hourly pay, if located, in temporal terms, within the type of working hours adopted; the services located, in temporal terms, outside of this type will be paid in any case with the total actual hourly pay with the surcharges provided by art. 15.

3. Recruitment, in accordance with paragraph 2, shall take place as a result of a written deed drafted and undersigned by both the employer and the employee, and shall indicate the actual working hours agreed and its location, in temporal terms, within the working hours identified in the same paragraph 2; all institutions governed by this contract shall apply in full to employees thus hired. Live-in arrangements with standard duration of working hours, in accordance with paragraph 1 may be transformed into live-in arrangements referred to in paragraph 2 and vice versa upon written document, drafted and undersigned by the employer and the employee, containing the same elements.
4. The live-in employee is entitled to a rest period of at least 11 consecutive hours in the same day, and if his / her daily shift is not entirely scheduled between 6 a.m. and 2 p.m. or between 2 p.m. and 10 p.m., he/she is entitled to a mid- unpaid time off, usually in the afternoon, of no less than 2 hours per day of actual rest. During said time off, the employee is allowed to exit the house of the employer in any case with the purpose, in that time frame, of actually recovering physical and mental energy. Consensual and normal recovery of any unworked hours is allowed, at a rate of no more than 2 hours per day.
5. Working hours are arranged by the employer, within the duration referred to in paragraph 1, with regard to the live-in staff performing full service; working hours for live-in staff performing reduced service or for live-out staff shall be agreed between the parties.
6. Except as provided for the working relationships referred to in Articles 10 and 11, work carried out between 10 p.m. and 6.00 a.m. is considered night duty and if ordinary, shall be paid with a 20% increase of the total salary of the overall wages, and if overtime, since it is provided beyond the normal working hours, shall be paid as per art. 15.
7. Personal care and care of one's own belongings, except those of service, will be carried out by the worker outside of working hours.
8. The employee required to comply with a daily schedule equal to or greater than 6 hours, if the continuous presence in the workplace is agreed, is entitled to enjoy the meal, or, if not provided, an indemnity equal to its conventional value. The time necessary to enjoy the meal, as spent without performing any work duties, shall be agreed between the parties and shall be unpaid.
9. An employer who provides work to one or more full-time caregivers supporting non-self-sufficient patients and classified under CS or DS levels, can employ one or more workers, live-in or not, to be classified in the CS or DS levels with limited-service duties to cover the daily and weekly days and hours off for the main care workers. Such services will be remunerated on the basis of table "G" and table "F" relating to the board and lodging allowances referred to in art. 36, if applicable.

Art. 15 - Overtime work

1. The employee may be required to work beyond the agreed time, both during the day and at night, unless he/she has a justified reason for refusal. In no case shall overtime work affect the right to daily rest.
2. Overtime work is considered to be work that exceeds the maximum daily or weekly duration set forth in Art. 14, paragraph 1, letters a) and b), unless the increase in working hours has been previously agreed to make up for unworked hours.
3. Overtime work is paid by increasing the total actual hourly pay as follows:
 - by 25%, if worked from 6.00 a.m. to 10.00 p.m.;
 - by 50%, if worked from 10.00 p.m. to 6.00 a.m.;
 - by 60% on one of the holidays indicated in Art. 16 or on Sunday, in case of profession of a religion that provides for celebration on a day other than Sunday, this day will be subject to the discipline of Sunday work.

4. The hours worked by live-out workers exceeding 40 hours and up to 44 hours per week, provided that they work between 6.00 a.m. and 10.00 p.m., shall be paid by increasing the total actual hourly pay by 10%.
5. Overtime work hours must be requested with at least one day's notice, except in cases of emergency or special unforeseen needs.
6. In case of emergency, the services performed during the night and daytime rest hours are considered normal and will only result in the extension of the rest period itself; these services must be absolutely episodic and unpredictable.

Art. 16 - National and midweek holidays

1. The days recognized as public holidays by current legislation are to be considered holidays; they are currently:
 - 1° January,
 - 6 January,
 - Easter Monday,
 - 25 April,
 - 1° May,
 - 2 June,
 - 15 August,
 - 1° November,
 - 8 December,
 - 25 December,
 - 26 December,
 - Festival of the Patron Saint.

In those days complete rest will be kept, without prejudice to the obligation to pay the normal wage.

2. As for labor relationships by the hour, the holidays referred to in paragraph 1 will be paid on the basis of the normal hourly pay at 1/6 of the weekly timetable. The holidays to be paid are all those falling during the period in question, regardless of whether or not the work was scheduled on those days.
3. In case of work performance, in addition to the normal daily wage, the payment of the hours worked is due with the overall wage actually increased by 60%.
4. In case of midweek holidays coinciding with Sunday, the worker will be entitled to make up the rest period on another day or, alternatively, to the payment of 1/26 of the total actual monthly pay.
5. The days that have ceased to be considered as festive for civil purposes, in accordance with Law 5 March 1977 no. 54, have been offset through the recognition to the worker of the enjoyment of the whole day in the festivities referred to in paragraph 1.

Art. 17 - Annual leave

1. Regardless of the duration and distribution of working time, the worker is entitled to a period of annual leave of 26 working days for each year of service with the same employer.
2. Employees with monthly pay will receive normal pay without any deduction; those with proportional hourly pay will receive a salary calculated to 1/6 of the weekly working hours for each day of leave taken.
3. The employer, in line with their own needs and those of the employee, shall agree on the period of annual leave, subject to the possibility of a different agreement between the parties, from June to September.
4. The right to a period of annual leave is inalienable. In accordance with art. 10 of the Legislative Decree of 8 April 2003, no. 66, a minimum period of 4 weeks for each year of service cannot be replaced by relative allowances, except as provided in paragraph 8.

5. Annual leave is usually continuous. It may be divided into no more than two periods per year, subject to agreement between the parties. Except in the case provided for in paragraph 8, annual leave must be enjoyed for at least two weeks within the year of accrual and, for at least two more weeks, within the 18 months following the year of accrual.
6. During the period of annual leave, the employee is entitled to 1/26 of the total actual monthly pay for each day.
7. Employees who benefit from board and lodging are entitled to the agreed payment in lieu of remuneration for the annual leave if they do not benefit from such arrangements during that period.
8. Employees of non-Italian citizenship who need to take a longer period of annual leave, in order to use it for non-final repatriation, at their request and upon the agreement of the employer, can accumulate the annual leave within a maximum of two years, also in derogation to the provisions of paragraph 4.
9. In the event of dismissal or resignation, or if at the time of commencement of the enjoyment of the annual leave the worker has not accrued one year of service, the employee will have a right to as many twelfths of annual leave to which he/she is entitled, as many months of actual service he/she provided.
10. Annual leave may not be taken during the period of notice and dismissal or during injury or sick leave.
11. The enjoyment of annual leave does not interrupt the accrual of all contractual institutions.
12. Any pathology contracted by the employee during the holiday period resulting in hospitalization, where duly certified, interrupts the enjoyment of the annual leave for its entire duration.

Clarification on record.

Employees are entitled to a period of annual leave amounting to 26 working days, it being understood that the working week - whatever the distribution of weekly working time - is, in any case, considered six working days from Monday to Saturday for the purposes of calculating the annual leave.

Art. 18 - Suspension from work apart from annual leave

1. During suspension from work other than annual leave due to employer's needs, the employee will be paid the total actual pay, including, in the case of a live-in carer, the agreed payment in lieu of remuneration, provided that they do not benefit from such payments during that period.
2. For serious and documented reasons, the worker may request a period of suspension from work apart from annual leave without accrual of any salary element for a maximum of 12 months. The employer may or may not agree with the application.

Art. 19 - Time off

1. Employees are entitled to individual paid time off for documented medical examinations, for matters related to the renewal of the residence permit and for family reunification procedures, as long as they coincide even partially with working hours.

Time off is due in the amounts set out below:

- Live-in caregivers: 16 hours per year reduced to 12 for employees under Article 14, paragraph 2;
- Live-out caregivers working no less than 30 hours per week: 12 hours per year.

For live-out caregivers working less than 30 hours a week, said 12 hours will be rearranged proportionately to the time worked.

2. Workers may also be entitled to unpaid time off upon agreement between the parties.
3. Employees proving misfortune to cohabitating relatives or relatives within the 2nd degree of kinship are entitled to a paid time off equal to 3 working days.
4. Male employees are entitled to days of paid time off and optional leave in case of birth of their child, to the extent provided for by current legislation.
5. Short-term unpaid time off may still be granted, for justified reasons, to employees who apply for it.
6. In case of unpaid time off, no allowance in lieu of board and lodging is due.

Art. 20 - Vocational training leave

1. Full-time and permanent employees, with at least 6 months of service with the employer, can benefit from an annual total of 40 hours of paid time off for the attendance of specific vocational training courses for domestic help or family carers.

2. Without prejudice to the above-mentioned requirements, for the attendance of training courses financed or in any case recognized by the Ebincolf bilateral body pursuant to art. 48, the annual total of hours of paid time off amounts to 64 hours.
3. The annual total of hours referred to in paragraph 1 may also be used for any training courses provided by law and necessary for the renewal of residence permits. In this regard, employers will encourage employees to attend specific training courses, managed by public bodies or organized or recognized by bilateral bodies, also aimed at the renewal of residence permits. The use of the hours for the purposes indicated in this paragraph must find confirmation in specific documentation, also reporting the hours of training activities carried out.
4. In any case, the possibility of accumulating for several years said time off, which must be enjoyed during the annual accrual period, is excluded.

Art. 21 - Leave for women victims of gender-based violence

1. Pursuant to and in accordance with art. 24 Legislative Decree 80/2015 and as amended, female employees listed in the protection pathways for gender-based violence, duly certified by the social services of the municipality of residence or by the anti-violence centers or women's shelters, have the right not to go to work for reasons related to the protection pathway for a maximum period of three months.
2. In order to exercise the right referred to in this article, female employees, except in cases of objective impossibility, are required to notify the employer at least seven days in advance, indicating the beginning and end of the period of leave. Employees are also required to provide certification attesting to their inclusion in the pathways referred to in the previous paragraph.
3. The period of leave is taken into account for the seniority of service to all intents and purposes, as well as for the accrual of annual leave, thirteenth month's salary and severance pay.
4. During the period of leave, the employee, except as provided for in paragraph 3, is entitled to receive a payment corresponding to her last salary and the period itself is covered by imputed contributions. The payment is made directly by INPS, following a request submitted to the Institute by the person concerned, in accordance with the procedures provided for the payment of maternity benefits.
5. The leave may be taken on an hourly or daily basis over a period of three years as agreed between the parties. If no agreement is reached, the employee may choose between daily and hourly leave, it being understood that hourly leave is permitted for half of the average daily working time of the monthly pay period immediately preceding the period during which the leave begins.

Art. 22 - Absence from work

1. Workers' absence from work must be always promptly notified to the employer. For absences due to sickness, art. 27 applies and for those due to an accident or occupational disease, art. 29 shall be enforced.
2. Absences not justified within the fifth day, provided there is no force majeure, are to be considered just cause for dismissal. To this end, the relevant letter of complaint and any subsequent dismissal letter will be sent to the address indicated in the letter of employment, as provided by art. 6, letter e) of this contract.

Art. 23 - Right to education

1. Taking into account the functionality of family life, the employer will encourage the employee to attend school courses for the achievement of the compulsory school diploma or specific professional title; a certificate of attendance must be presented to the employer on a monthly basis.
2. Any working hours not performed for these reasons are not paid, but can be made up under the standard working regime; within the daily working hours, hours related to the annual exams will be paid as many as are necessary to take the exams themselves.

Art. 24 - Marriage

1. In case of marriage, the employee is entitled to a paid leave of 15 calendar days.
2. Employees who benefit from board and lodging are entitled to the agreed payment in lieu of remuneration for the period of leave if they do not benefit from such payments during that period.

3. The pay due for the leave will be made upon presentation of the documents proving the marriage.
4. The employee may elect to take the marriage leave even if it does not coincide with the date of marriage, provided that it is taken within one year from the same and provided that the marriage is entered into within the same employment relationship. Failure to take the leave due to the resignation of the employee will not result in any right to remuneration in lieu.

Art. 25 - Protection of working mothers

1. Law regulations on the protection of working mothers apply, with the limitations indicated therein, except as provided in the following paragraphs.
2. It is forbidden to assign women to work:
 - a) during the 2 months prior to the expected date of delivery, except for any early or delayed arrangement as required to comply with the law;
 - b) for the potential period elapsing between that date and the actual delivery;
 - c) during the 3 months after delivery, except for authorized postponements.

These periods must be counted in the length of service in all respects, including those relating to the Christmas bonus and annual leave.

3. From the beginning of pregnancy, as long as it occurs during the employment relationship, and until the end of maternity leave, the employee cannot be dismissed, except for just cause. The resignation of the employee during this period is invalid and ineffective if not notified in writing or if it has not taken place in the offices referred to in Article 2113, paragraph 4, of the Civil Code. Absences not justified within five days, if no force majeure causes occur, are to be considered just cause for dismissal of the employee.
4. In the event of voluntary resignation during the period for which dismissal is prohibited under paragraph 3, the employee is not required to give notice.
5. Law provisions on paternity protection as well as on adoption and pre-adoptive fostering apply, with the limitations set out.

Joint declaration

The Representatives of Unions who are signatories to this National Collective Labor Agreement will promote all useful initiatives towards bodies, organs and institutions, taking into account the particular conditions existing within the domestic working families, in order to extend the protection of working mothers.

Art. 26 - Protection of child labor

1. Recruitment of minors under the age of 16 is not allowed.
2. The recruitment of adolescents who have complied with compulsory schooling in accordance with Law no. 977 of 17 October 1967, as amended by Legislative Decree no. 345 of 4 August 1999, is allowed, provided that it is compatible with the special needs of health protection and does not lead to transgression of compulsory schooling.
3. It is forbidden for minors to take up night work, except in cases of force majeure.
4. The provisions of art. 4 of the Law of 2 April 1958, no. 339 shall also apply. According to said law, the employer who intends to hire a minor worker and let him/her live with his/her family, must obtain a written declaration of consent, bearing the signature, authenticated by the Mayor of the Municipality of residence of the employee, of the person exercising parental authority, who will then be given prior notice of dismissal; the employer is committed to special care of the minor, for the development and respect of his/her physical, moral and professional personality.

Art. 27 - Sick leave

1. In the event of illness, the employee must promptly notify the employer, except in cases of force majeure or objective impediments, within the contractually scheduled time for the start of work.
2. The employee shall subsequently provide the employer with the relevant medical certificate, issued within the day after the beginning of the illness. The certificate, indicating the prognosis of inability to work, must be delivered or sent by registered mail to the employer within two days of its issue.

3. Live-in employees do not need to submit a medical certificate unless specifically requested by the employer. It is mandatory for live-in employees to send a medical certificate if the illness occurs during annual leave or during periods when they are not present at the employer's home.
4. In case of illness, both live-in and live-out employees are entitled to keep their post:
 - a) for 10 calendar days if they have up to 6 months of seniority, once they have passed the probationary period;
 - b) for 45 calendar days if they have more than 6 months to 2 years of seniority;
 - c) for 180 calendar days if they have more than 2 years of seniority.
5. The periods relating to the preservation of the post are calculated within the calendar year, meaning the period of 365 days from the event.
6. The periods referred to in paragraph 4 will be increased by 50% in case of oncological disease, as documented by the competent Local Health Authority.
7. During the periods indicated in paragraphs 4 and 6 above, in the event of sickness, the total actual pay shall take effect for a maximum of 8, 10, 15 days in the year, for the seniority referred to in letters a), b) and c) of the same paragraph 4, to the following extent:
 - until the 3rd consecutive day, 50% of the total actual pay;
 - from the 4th day onwards, 100% of the total actual pay.
8. The most favorable conditions currently in force that refer to the rules regarding live-in workers are still valid.
9. The addition of the agreed payment in lieu of remuneration for board and lodging, for the staff who normally benefit from it, is due only if the sick employee is not in hospital or at the home of the employer.
10. Sick leave during probationary or notice period will suspend the effects of said periods.

Art. 28 - Protection of working conditions

1. Every employee has the right to a safe and healthy working environment, based on the provisions of current legislation, with regard to domestic environments. To this end, the employer shall ensure the presence of a suitable residual-current circuit breaker on the electrical system.
2. The employer shall inform the worker about any risks existing in the work environment also related to the use of equipment, including telematic and robotic tools, and exposure to particular chemical, physical and biological agents.
3. Such information will be provided at the time of the definition of the tasks or their subsequent change, through the delivery of the appropriate document that will be drawn up by the bilateral Authority of the sector - Ebincolf.
4. The employer is entitled to install audio-visual systems inside the house.
5. Prior written notification of the installation or presence of such facilities shall be submitted to the employee and, in any case, any installation or presence of such facilities is forbidden in the accommodation reserved to the employee, pursuant to art. 36, paragraph 2, as well as in the sanitary facilities.
6. The images and information collected through audiovisual equipment must be used in compliance with current regulations on the processing of personal data.

Joint declaration

Considering that violence and harassment, including sexual harassment in the domestic workplace, constitute an abuse and a violation of human rights, the Representatives of Unions who are signatories to this National Collective Labor Agreement agree to promote initiatives, including through bilateral entities, in order to prevent and combat such unacceptable conduct that is incompatible with the respect of the human person, whether it is directed against the worker or the employer or his/her family members, as provided by ILO Convention no. 190 of 2019 and ILO Recommendation no. 206 of 2019.

Art. 29 - Accidents at work and occupational diseases

1. In the event of accidents at work and occupational diseases, both live-in and live-out employees are entitled to keep their post:

- a) for 10 calendar days if they have up to 6 months of seniority, once they have passed the probationary period;
 - b) for 45 calendar days if they have more than 6 months to 2 years of seniority;
 - c) for 180 calendar days if they have more than 2 years of seniority.
2. The periods relating to the preservation of the post are calculated within the calendar year, meaning the period of 365 days from the event.
 3. In the event of accidents at work and occupational diseases the worker is entitled to the benefits provided for by Presidential Decree no. 1124 of 30 June 1965, and subsequent amendments.
 4. The benefits are paid by INAIL, to which the employer shall report all accidents at work or occupational diseases as follows:
 - within 24 hours and by telegraph for mortal or presumed mortal cases;
 - within two days of receipt of the relevant certificate of accident or occupational disease, for cases diagnosed as not curable within three days;
 - within two days of receipt of the relevant certificate of prosecution, for those cases initially diagnosed as curable within three days but that have not been cured within this time limit.
 5. The report to INAIL must be drawn up on a specific model prepared by the institute and accompanied by a medical certificate. Another report must be submitted within the same terms to the Public Security Authority in the cases provided for by law.
 6. The employer must pay the total actual pay for the first three days of absence due to accident or occupational disease.
 7. The addition of the agreed payment in lieu of remuneration, for the staff who normally benefit from it, is due only in the event that the worker is not in hospital or at the home of the employer.
 8. Accidents at work and occupational diseases during the probationary or notice period will suspend the effects of said periods.

Art. 30 - Social Security benefits

1. Both live-in and live-out employees must be subject to the forms of insurance and social security provided by law.
2. In case of multiple relationships within the same employee insurance and social security benefits must be applied by each employer.
3. Any contrary agreement is null and void.

Art. 31 - Military service and call to arms

1. Reference is made to the laws governing the matter.

Art. 32 - Relocation

1. In the event of relocation to another municipality, the employee shall receive written notice at least 15 days in advance.
2. Relocated employees shall be paid, for the first 15 days of assignment to the new place of work, a daily allowance equal to 20% of the total actual pay for this period.
3. Relocated employees will also be paid the reimbursement of travel and transport expenses for themselves and their personal belongings, if they are not directly provided by the employer.
4. Employees who do not accept the relocation are entitled to an indemnity in lieu of notice, if the deadline referred to in paragraph 1 has not been respected.

Art. 33 - Travelling allowances

1. Live-in employees referred to in art.14, paragraph 1, are required, upon request of the employer, to travel, or to follow the employer or the person whose care they are in charge, during temporary stays in another municipality and/or in secondary residences. In these locations the employees will enjoy weekly rest.
2. In the cases of travel indicated in paragraph 1, the employee will be refunded any travel expenses that he/she has directly incurred on such occasions. The employees will also be paid a daily allowance, equal to 20% of the minimum daily wage, as per table A, for all the days in which he/she has been away

or went on temporary stays, as indicated in paragraph 1, unless the obligation was provided as per contract in the letter of recruitment.

Art. 34 - Payments and pay slips

1. The employer shall prepare a payslip in duplicate, one for the employee, signed by the employer, and the other for the employer, signed by the employee, concomitantly with the periodic payment of wages and salaries.
2. The employee's salary is composed of the following items:
 - a) minimum contractual remuneration as per art. 35, including levels D) and D super) of a specific element called duty allowance;
 - b) any increase of salary according to age as per art. 37;
 - c) any payment in lieu of remuneration for board and lodging;
 - d) any supplement to minimum pay.
3. Until each assisted child reaches the sixth year of age, the family caregiver in Super B profile, letter b) (babysitter) will be entitled to receive, in addition to the minimum salary as per Art. 35, also the monthly allowance as per the following Table H). This allowance can be absorbed by any individual most favorable condition supplement to minimum pay received by the employee.
4. Employees who are classified at Super C or Super D levels, in charge of providing assistance to more than one person who is not self-sufficient, shall also receive a monthly allowance as set out in Table I). This allowance can be absorbed by any individual most favorable condition supplement to minimum pay received by the employee.
5. The pay slip must show whether the salary treatment referred to in letter d) of paragraph 2 is a non-absorbable "*ad personam*" most favorable condition; it shall also show, in addition to the items referred to in paragraph 2, the payment for overtime and holidays as well as deductions for social security charges.
6. The employer must issue a certificate showing the total amount paid out during the year; the certificate must be issued at least 30 days before the deadline for submitting the income-tax return, or when the employment relationship is terminated.
7. Employees classified in B, super B, super C and super D levels holding the quality certification referred to in the technical standard UNI 11766:2019 in force, are entitled to the monthly allowance referred to in Table L). This allowance can be absorbed by any overall individual most favorable condition pay received by the employee
8. As for live-in classified in the super D level, this allowance is absorbed by the occupational allowance set in Table A).

Notes on record

1. Upon expiry of the validity of the quality certification referred to in the UNI 11766:2019 technical standard, the allowance referred to in Table L) will no longer be due. In order to be entitled to this allowance, it is the employee's responsibility to provide the employer with a copy of the quality certification, if necessary even if it was obtained during the employment relationship.
2. Said allowance shall be due after 12 months from the starting date of this agreement.

Art. 35 - Minimum wage

1. Minimum wages are set out in Tables A, B, C, D, E, G, H, I and L hereto attached and are revalued annually pursuant to art. 38 below.

Art. 36 - Board and lodging

1. Board due to the worker shall assure him/her a healthy and sufficient diet; the working environment shall not be harmful to his/her physical and moral integrity.
2. The employer shall provide the employee with a suitable accommodation to safeguard the dignity and privacy of the employee.
3. The conventional values of board and lodging are fixed in table F hereto attached and are revalued annually pursuant to art. 38 below.

Art. 37 - Automatic seniority increases

1. Starting from 22 May 1972 for each two years of service with the same employer, the employee is entitled to an increase of 4% in the minimum contractual salary.
2. Starting from 1 August 1992 increases are not absorbable by any supplement to minimum pay.
3. The maximum number of increases is set at 7.

Notes on record

The first automatic seniority increase accrues from the month following the conclusion of each two-year period of service.

Art. 38 - Periodic change in minimum wage and standard value of board and lodging arrangements

1. Minimum contractual wages and standard values of board and lodging arrangements set out herein, are adjusted by the National Commission for the update of wages referred to in art. 45, according to changes in the cost of living for families of employees and workers recorded by ISTAT on 30 November of each year.
2. The Commission will be convened for this purpose by the Ministry of Labour and Social Security, no later than 20 December of each year, in first call, and, in any subsequent calls, every 15 days. After the third call, in case of lack of agreement or absence of the parties, the Ministry of Labour and Social Security is delegated by the contracting Organizations and Associations to determine the periodic variation of the minimum wage, as established in paragraph 1, in an amount equal to 80% of the variation in the cost of living for families of employees and workers recorded by 'ISTAT for the minimum contractual wages and in an amount equal to 100% for the conventional values of board and lodging.
3. Minimum contractual wages and standard values of board and lodging arrangements set out in accordance with the previous paragraphs are effective from January 1 of each year, unless otherwise agreed by the Parties.

Art. 39 - Year-end bonus

1. On the occasion of the Christmas period, and in any case within the month of December, the worker is entitled to an additional monthly salary, equal to the total actual pay, including the allowance in lieu of board and lodging, as clarified in the notes on record at the foot of this agreement.
2. Those employees whose performance does not reach one year of service will be paid as many twelfths of said monthly salary as the months of the employment relationship.
3. The thirteenth month's salary also accrues during absences due to illness, accident at work, occupational disease and maternity leave, within the limits of the period of retention of the post and for the part not paid by the relevant bodies.

Art. 40 - Termination of the employment relationship and notice

1. The employment relationship may be terminated by either party subject to compliance with the following notice periods:

for labour relationships of not less than 25 hours per week:

- up to 5 years' service with the same employer: 15 calendar days;
- over 5 years' service with the same employer: 30 calendar days.

The above terms will be reduced by 50% in case of resignation by the worker.

for labour relationships of less than 25 hours per week:

- up to 2 years' service with the same employer: 8 calendar days;
- over 2 years' service with the same employer: 15 calendar days.

2. The notice periods referred to in the previous paragraph will be doubled in the event that the employer notifies the dismissal before the thirty-first day after the end of maternity leave.
3. For private caretakers, villa watchmen and other employees who benefit, with their families, from independent accommodation owned by the employer, and / or provided by the employer, the notice shall be of:
 - 30 calendar days, if they have up to one year's service,

- 60 calendar days, if they have more years' service.

Upon expiry of the notice, the accommodation must be provided, free from people and things not owned by the employer.

4. In case of no or insufficient notice, an allowance equal to the salary corresponding to the period of notice not granted shall be payable by the withdrawing party.
5. Serious faults that do not make it possible to continue the employment relationship, even temporarily, may result in dismissal without notice. The dismissal does not exclude any liability that may be incurred by the employee.
6. The worker who resigns for good cause is entitled to pay in lieu of notice.
7. In the event of the death of the employer, the relationship can be terminated with the respect of the terms of notice indicated in this article.
8. The cohabiting family members, spouses, persons united by civil union or by stable common law cohabitation pursuant to Law no. 76/2016 and as amended, whose family status is certified by record of personal data, are jointly and severally liable for work credits accrued by the employee. In any case, the jointly and severally liable party is liable only within the limits of the time duration resulting from the aforementioned registration.
9. If the employment relationship is terminated by notice of dismissal, the employer, upon written request of the employee, shall provide a written statement of dismissal.

Art. 41 - Severance pay (T.F.R.)

1. In any case of termination of employment, the worker is entitled to severance pay (T.F.R.) determined, pursuant to Law no. 297 of 29 May 1982, on the amount of wages received during the year, including the conventional value of board and lodging: the total is divided by 13.5. The annual amounts set aside are increased in accordance with Article 1, paragraph 4, of the said Law, by 1.5% per annum, re-proportioned monthly, and by 75% of the increase in the cost of living, as verified by ISTAT, excluding the amount accrued in the current year.
2. Employers will pay the severance pay in advance, upon employee's request, no more than once a year, up to a maximum of 70% of what has been accrued.
3. The amount of severance pay annually accrued, from 29 May 1982 to 31 December 1989, is to be re-proportioned at a rate of 20/26 for employees that, in that period, have been classified in the second and third category.
4. For service periods prior to 29 May 1982, the seniority allowance is determined as follows:
 - A. For live-in or live-out labor relationships of more than 24 hours per week:
 - 1) for seniority accrued before 1 May 1958:
 - a) personnel already considered as employed: 15 days for each year of seniority;
 - b) personnel already considered as worker: 8 days for each year of seniority;
 - 2) for seniority accrued after 1 May 1958 and until 21 May 1974:
 - a) personnel already considered as employed: 1 month for each year of seniority;
 - b) personnel already considered as worker: 15 days for each year of seniority;
 - 3) for seniority accrued from 22 May 1974 to 28 May 1982:
 - a) personnel already considered as employed: 1 month for each year of seniority
 - b) personnel already considered as worker: 20 days for each year of seniority;

For labour relationship of less than 24 hours per week:

- 1) for seniority accrued before 22 May 1974: 8 days for each year of seniority;
- 2) for seniority accrued from 22 May 1974 to 31 December 1978: 10 days for each year of seniority;
- 3) for seniority accrued from 1° January 1979 to 31 December 1979: 15 days for each year of seniority;
- 4) for seniority accrued from 1 January 1980 to 29 May 1982: 20 days for each year of seniority.

The allowances, determined as above, are calculated according to the last pay and set aside in the severance pay.

5. In order to calculate the amount referred to in paragraph 4, the value of the working day is obtained by dividing by 6 the amount of the average weekly pay or by 26 the amount of the average monthly pay

in force on 29 May 1982. These amounts must be increased by the Christmas bonus or thirteenth month's pay.

Art. 42 - Death benefit

1. In the event of the employee's death, the compensation in lieu of notice and severance pay must be paid to the spouse, children or, if they were dependent on the employee, relatives up to the 3rd degree and relatives related up to the 2nd degree.
2. The distribution of allowances and severance pay, if no agreement is reached between the beneficiaries, must be made in accordance with the law.
3. In absence of the aforementioned survivors, allowances shall be awarded in accordance with the rules of testamentary and lawful succession.

Art. 43 - Leave for trade union duties

1. The members of the territorial and national governing bodies of the Trade Union Organisations signing this agreement, whose office is certified by the trade union organisation to which they belong, granted upon their appointment and to be presented to the employer, are entitled to paid leave for documented attendance of meetings of the aforementioned bodies, to the extent of 6 working days in the year.
2. Employees who intend to exercise this right must notify the employer 3 days in advance, by submitting the application for a permit issued by the trade union organisations to which they belong.

Art. 44 - Interpretation of the agreement

1. Individual and collective disputes arising with regard to the employment relationship, concerning the interpretation of the provisions of this agreement, may be submitted to the National Joint Committee referred to in Article 46.
2. The Commission will take a decision within 60 days upon receiving the claim.

Art. 45 - National Commission for the update of wages

1. A National Commission is established at the Ministry of Labour and Social Security, composed of representatives of the Trade Unions and Employers' Associations signing this agreement.
2. Each trade union and employees' association shall appoint their representative on the Committee, which shall act unanimously.
3. The National Commission is entrusted with the tasks set out in Articles 35, 36 and 38.

Art. 46 - National Joint Committee

1. A National Joint Committee is established at the bilateral Authority referred to in Article 48, comprising one representative for each of the employees' Trade Unions and an equal number of representatives of the Employers' Associations, who enter into this agreement.
2. The Commission shall be entrusted with the following tasks, in addition to those set out in Article 44:
 - a) expressing opinions and making proposals regarding the application of this employment agreement and the functioning of the Territorial Conciliation Commissions;
 - b) examining the requests of the Parties for the possible selection of new professional figures;
 - c) trying to reconcile the disputes that have arisen between the Territorial Employers' Associations and the Territorial Employees' Unions belonging to the National Associations and Organizations, entering into this contract.
3. The National Commission shall be convened whenever deemed appropriate or when requested in writing and reasoned by one of the parties to this contract.
4. The Parties agree to meet the Commission at least twice a year, in conjunction with the meetings of the Commission referred to in Article 45.

Art. 47 - Territorial Commissions of Conciliation

1. For all individual labor disputes relating to the application of this contract, the parties may, prior to legal action, attempt conciliation, as referred to in article 410 et seq. of the Civil Proc. Code, at the headquarters of the Territorial Employers' Associations or the Territorial Employees' Unions belonging to the National Associations and Organizations signing this contract.

2. The employee must be assisted by the representative of a trade union organization signing this contract. In the absence of the representative of an Employer's Association, it must be stated in the conciliation minutes that the employer has been informed of the possibility of being assisted by an Employer's Association and has expressly declined to do so.
3. The conciliation, that shall produce the effects referred to in Article 2113, paragraph 4 of the Italian Civil Code between the parties, shall be recorded in the specific minutes.

Art. 48 - Bilateral Authority EBINCOLF

1. The bilateral Authority is a joint body composed as follows: 50% by FIDALDO (currently constituted as indicated in the epigraph) and DOMINA, and the other 50% by Filcams-CGIL, Fisascat-CISL, UILTuCS and Federcolf.
2. The national bilateral authority has the following functions:
 - a) It establishes the observatory that has the task of carrying out analyses and studies, in order to gather the peculiar aspects of the different realities in our country. In order to do so, the observatory will have to gather data about:
 - the employment situation of the category;
 - the average actual pay;
 - the level of application of the National Collective Labor Agreement in the territories;
 - the uniformity of the application of the National Collective Labour Agreement and legal regulations to immigrant workers;
 - the social security and welfare situation of the category;
 - the training needs;
 - the analyses and proposals concerning safety;
 - b) It fosters initiatives at different levels in the fields of training, professional qualification and certification of skills, also in collaboration with the regions and other competent bodies, as well as information on safety issues.

Art. 49 - Second-level bargaining

1. Second-level bargaining between the Trade Unions and the Employers' Associations signatory to this National Collective Labour Agreement may, as a rule, refer to the regional or provincial level for the autonomous provinces of Trento and Bolzano.

As an exception to the aforementioned provisions, the territorial scope of second level bargaining may also refer to metropolitan cities.
2. The negotiation referred to in the previous paragraph shall take place at Ebincolf, with the presence and agreement of all the signatories to this National Collective Labour Agreement.
3. It will cover only the following subjects:
 - i. board and lodging allowances;
 - ii. hours of time off for study and / or vocational training.
4. The agreements entered into pursuant to this article shall remain filed, for their effectiveness, at the bilateral Authority Ebincolf.

Art. 50- Cas.sa.Colf

1. Cas.sa.Colf is a joint body made up of 50% FIDALDO and DOMINA, and 50% Filcams-Cgil, Fisascat-Cisl, UILTuCS and Federcolf.
2. Cas.sa.Colf is aimed to provide services in favor of employees and employers, including health care and insurance benefits, supplementary and additional to public services.

Art. 51 - Fondo Colf

1. Fondo Colf is a joint body made up of 50% FIDALDO and DOMINA, and 50% Filcams-Cgil, Fisascat-Cisl, UILTuCS and Federcolf.
2. The institutional purpose is to receive the contribution paid pursuant to Article 53 below and allocate it for the operation of the contractual instruments referred to in Articles 45 et seq.

Art. 52 - Supplementary pension fund

1. The Parties agree to establish a form of supplementary pension fund for workers in the sector, with modalities to be agreed within three months of the signing of this contract.
2. With regard to the implementation of the provisions of the previous paragraph, the Parties agree that the employer's contribution is equal to 1 per cent of the salary used to calculate the severance pay and the employee's contribution is equal to 0.55 per cent of the salary used to calculate the severance pay.

Art.53 - Assistance contributions provided for in the Agreement

1. With regard to the implementation of the provisions of Articles 44, 45, 46, 47, 48, 50 and 51 of this contract and for the functioning of joint bodies at the service of employees and employers, the stipulating Organisations and Associations shall collect the assistance contributions through a Social Security or Welfare Institution, in accordance with Law no. 311 of 4 June 1973, with collection by means of the instruments provided for by the regulations for the payment of the contributions to the social security and welfare institutions.
2. The payment of contributions referred to in paragraph 1 are compulsory. Both employers and employees are required to pay them at the hourly rate of 0.06 euros, of which 0.02 euros are paid by the employee.
3. The Parties acknowledge that in the assessments for the definition of the cost for the contractual renewal, the incidence of the contributions referred to in this article has been taken into account, which, consequently, for the employer's share, are in the nature of pay, with effect from 1 July 2007.

Art. 54 - Entry into force and duration

1. This contract will become effective from 1 October 2020 and will expire on 31 December 2022; it shall remain in force until it is replaced by the next version.
2. In the event that one of the parties fails to give notice of termination of the contract, at least 3 months before the expiration date by registered letter with acknowledgment of receipt, the contract will be deemed to be tacitly renewed for three years.
3. The Parties will meet at the end of the 1st period of validity of this contract to consider the opportunity to apply any changes.

Clarifications on record.

- 1) The calculation of the daily wage is achieved by determining $1/26$ of the monthly salary. Example: hourly pay rate for hours worked during the week $52:12:26=1/26$ of the monthly salary.
- 2) When the term "calendar days" is used in the agreement, it refers to one thirtieth of the month (e.g. sick leave).
- 3) When the expression "working days" is used in the agreement, it refers to one twenty-sixth of the monthly salary (example: annual leave).
- 4) The fractions of a year shall be calculated in whole months and fractions of month, when they reach or exceed 15 calendar days shall be calculated as an entire month.
- 5) The term "total actual pay" is understood to include all the allowances in the attached tables, including board and lodging allowances.
- 6) The Representatives of Unions agree to update the current minimum wages by 12.00 euros with effect from 1 January 2021 for live-in employees included in the BS level of Table A, and proportionally for the other levels/tables. The salary update referred to in article 38 of this National Collective Labour Agreement will be carried out on the minimum salaries including the agreed increases.
- 7) The contractual assistance contributions to the extent provided for in Article 53, paragraph 2, are due as from 01/01/2021; provided that, until that date, the contributions are due to the extent set out in the previous National Collective Labour Agreement of 01/07/2013.